

Terms and Conditions

This document has been sent to you as part of our continuing compliance with the standards required of us as your solicitor.

The following terms of engagement apply to all work carried out by Solomon Solicitors except as otherwise agreed. The expression “we”, “us”, and “our” refer to Solomon Solicitors and “you” and “your” refer to our client.

These terms and conditions will apply to any services which we provide to you and will usually be supplemented by a letter dealing with the specific services to be provided and the fees payable.

These terms and conditions may be revised from time to time and a copy will be sent to you to replace these, and the revised terms and conditions will apply from the date you receive them. You are of course free to terminate the arrangement between us if you do not accept the revised terms and conditions.

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1. Our Services

Scope of our Services

The scope of the services we have agreed to provide for you in any matter will be agreed between us and confirmed in our Client Care Letter. You agree that you do not require us to provide you advice or further services in relation to any aspect outside of the scope of the services so agreed.

Provision of Information

To assist us in carrying out the work as efficiently as possible, you will need to ensure that all the information provided is to the best of your knowledge complete, accurate and up to date. You should also notify us of any changes or variations to that information which may arise after the date it is passed to us and of any new circumstances that might be relevant to the work we are undertaking.

Service Level.

We will keep you informed of all key developments in your case and write, telephone or email (if you prefer) as and when required. There are very often periods of time when it can appear that 'no-one is doing anything, and we know that this can be frustrating. We will explain to you, as the case develops, what is happening and why. Generally, updates will be at intervals of no more than 4 weeks but in cases involving immigration Asylum this could be up to 3 months or as soon as we have updates to provide.

2. Contacting Us.

Our business hours are Monday to Friday from 9.30am to 5.00pm.

Our Office is located at AW House 6-8 Stuart Street, Luton LU1 2SJ.

Appointments outside these hours may be arranged at our discretion.

3. Responsibility of Work.

Your Client Care Letter will confirm the solicitor responsible for your matter. They may be supported by other team members such as trainees or paralegals. If we change the person dealing with your case, we will inform you promptly.

We will act in your best interests and provide you with regular updates and advice on any changes or risks.

In return, we ask you to:

- Give clear and timely instructions
- Attend appointments on time
- Retain copies of documents you send us
- Keep us updated with your current address and contact details

4. Confidentiality

We owe you a duty of confidentiality in respect of information relating to you which we obtain during our retainer. All such information will be regarded as and always kept confidential unless you instruct us to disclose information or except in the circumstances set out below.

Our duty of confidentiality to you is subject to any disclosures we are required to make in good faith to the police, governmental, regulatory, or supervisory authorities in relation to any statutory or regulatory obligations. We are required, without your knowledge or consent, to report any awareness or suspicion of money laundering in relation to the proceeds of any crime. We can also be ordered by the Government Agencies to disclose information and answer questions about your private affairs, again without your knowledge and consent.

Occasionally, our files may need to be examined by our insurers, external auditors (for quality purposes) or external advisers (who assist the firm in maintaining quality and risk). Our files may need to be assessed for quality purposes by the SRA, and, if the matter is publicly funded, the Legal Aid Agency. These external firms or organisations are required to maintain confidentiality in relation to your files. Your file may be one of the samples which is to be assessed. Therefore, we request consent for your file to be reviewed by an

assessor (please note that any external firm or organisations are required to maintain confidentiality in relation to your files). As most of our clients do not object to this, we would ordinarily propose to presume to have your consent unless you notify us in writing to the contrary.

Your file may be reviewed for quality control, compliance, or audit purposes. External reviewers, such as Lexcel and The Legal Aid Board, are subject to confidentiality obligations. Please tell us in writing if you object to this.

5. Complaints

If you are dissatisfied with any aspect of our service, please raise it with the person handling your matter or our complaints manager, who will provide a copy of our complaints policy.

If we cannot resolve your complaint, you may contact the Legal Ombudsman:

Legal Ombudsman

PO Box 6167, Slough, SL1 0EH

Website: www.legalombudsman.org.uk

Email: enquiries@legalombudsman.org.uk

Telephone: 0300 555 0333

Overseas: +44 121 245 305

You must usually refer your complaint to the Legal Ombudsman within:

- six months from the date of our final written response to your complaint; and

- one year from the date of the act or omission about which you are complaining, or from the date when you should reasonably have known that there was cause for complaint.

When to make contact:

You should contact us as soon as you become aware of any concern or issue regarding our service

In most cases, you should not contact the Legal Ombudsman until we have had the opportunity to resolve your complaint through our internal complaint's procedure, or until eight weeks have passed since you first raised the complaint with us. However, we do not wish to discourage you from seeking further information or advice from the Legal Ombudsman at any stage should you feel it necessary.

Complaints about the bill.

You also have the right to challenge or complain about our bill and apply for an assessment of the bill under Part III of the *Solicitors Act 1974*. The Legal Ombudsman may not deal with a complaint about the bill if you have applied to the court for an assessment of the bill. We reserve our rights to charge interest at 8% on an unpaid bill.

6. Regulatory Status

We are authorised and regulated by the Solicitors Regulation Authority.

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Solicitors Regulation Authority to

carry out limited insurance distribution activities, which are regulated by the Solicitors Regulation Authority.

7. Professional Indemnity.

We hold professional indemnity insurance to at least £2 million. Details are available on request.

8. Emails and Cyber Crime Awareness.

It is our duty as solicitors to keep your affairs as our client confidential. We have the facility to send and receive communications by e-mail. This form of communication is not secure, and you should be aware of the risk to the confidential nature of information sent in this way being the subject of attack from the outside.

Please be aware that there is a significant risk posed by cyber fraud. PLEASE NOTE that our bank account details WILL NOT change during the course of a transaction, and we will NOT notify you of any change to our bank details via email. If you receive an email informing you differently, telephone the number on our letterhead and speak to us. If you receive a suspicious phone call, put the phone down and either wait at least 5 minutes or make the call from a different phone and call us. We will not accept responsibility if you transfer money into an incorrect account.

Unless you instruct us to the contrary it is implied that we may conduct your affairs by e-mail.

We cannot accept responsibility once an e-mail with any attachments leaves us. We have an anti-virus system installed in our Network and therefore any communication sent by e-mail will be checked for known viruses. We reserve the right not to receive an e-mail until it has been checked for viruses and provision may be made for incoming e-mail and attachments to be quarantined.

9. Our Charges.

Professional Fees

Unless privately paying instructions have been agreed and confirmed in writing by you, you are entitled to have our fees paid by the Legal Aid Agency under a Legal Aid Certificate.

If you do not qualify for Legal Aid, the hourly rates applicable to your matter will be confirmed to you in our private paying instructions correspondence. We may from time to time review our charging rates and will notify you immediately in writing of any changes which are applicable to your matter.

Our current rates from time to time may not be appropriate in cases of exceptional complexity or urgency or where specialist knowledge is required. Where it becomes apparent that such circumstances exist, we will notify you of this.

If Applicable, VAT will also be payable by you at the current rate of 20% (or the prevailing rate which may vary from time to time) upon all this firm's charges and upon some of the disbursements (as specified in the client care letter) that are incurred on your behalf.

Our VAT registration number is 106321069

Whether your matter is funded privately or by Legal Aid will be confirmed in your Client Care Letter.

10. Estimate of Costs

We will provide you at the outset of a matter with the best possible information on our costs and will update this information as the matter progresses. As you will appreciate, however, a matter can often end up taking quite a different shape from that envisaged at the time when it starts, and the legal advisers are instructed. Accordingly, it can be difficult to come up with a clear estimate. However, as matters progress, we should be able to provide you with more detailed estimates of our likely costs and will keep this under review with you.

11. Limits

Whilst it is often not possible to estimate charges in advance, it is open to you to notify us of any limit which you wish to impose on our charges after which further reference will be made to you. We will advise you when it appears that any costs estimate, or limits are close to being exceeded. Notwithstanding any estimates or costs limits however, the final bill will be a product of the amount of time our fee earners spend on the matter and our agreed fee rates; any estimates provided are neither intended to be a cap nor a target billing figure. Therefore, if significant further work is required in addition to that currently envisaged or if the timetable is extended significantly, our fees will be greater than our indicative estimates. Should it become apparent at any time during the matter that significant further work will be required, we shall of course let you know.

12. Third party responsibility

In certain circumstances, there may be an expectation that a third party will pay your costs. If the third party does not pay the due sums, you will be required to pay the outstanding costs.

13. Disbursements for private paying clients

We may incur certain expenses on your behalf, (for example, such items as court fees, counsel's fees, search fees). You will have to pay those expenses or reimburse us for them in addition to our fees. VAT is payable on certain disbursements.

14. Payments on Account.

We may issue interim bills during your matter. Bills are payable upon receipt.

We may ask for payments on account. These will be credited against your final bill.

We reserve the right to stop acting if bills are not paid or payments on account are not received.

You may challenge a bill via our complaint's procedure or through court assessment under the Solicitors Act 1974.

We will retain a lien over your documents until all bills are settled.

15. General Data Protection Regulation.

How we use your information

We process your personal data in accordance with the UK General Data Protection Regulation and the Data Protection Act 2018.

We will collect information about you and keep this on our computers, in our email, in cloud storage and on paper for a certain period of time. The main reasons for this information being stored are detailed below:

- To deliver the legal services we have agreed in contract to provide to you. We may therefore use your information to write letters on your behalf or prepare legal documents to help you with your matter;

- To be legally compliant. As solicitors we are required to perform 'conflicts of interest' checks for new cases against a list of current and former clients. We also have a legal duty to report suspicious activity to the National Crime Agency (NCA) if we suspect money laundering.

As a client we may also in the future send you a news bulletin or similar. We rely upon the 'legitimate interest' we have in maintaining contact with former clients to do this in data protection law and your agreement for the purposes of the Privacy & Electronic Communications Regulations (which can be implied under these Regulations). We will never share your information with third parties to market to you and will not contact you about non-legal services. We will make it quick and easy to 'opt out' of future communications in every communication sent. If you already know that you don't want to receive these messages, then you can opt out now by emailing the person responsible for the conduct of your case.

Your information may be kept on computer servers within the European Union. [If at any point information is stored on computer servers outside of the EU we have selected countries which are either approved for this purpose (under Article 45 of the General Data Protection Regulation or 'GDPR') or are located where we are happy that the safeguards in place in that country to protect your information are appropriate (under Article 45 of the GDPR).

We do not use your personal information to make 'automated decisions' which affect you.

Telephone calls may be recorded for monitoring and training purposes.

Will you share my information with anyone else?

We may need to send certain information about you to other lawyers working on the case, to Court or to government bodies such as the Home Office or Entry Clearance Officers. In rare circumstances we sometimes need to make reports of suspicious activity

to the NCA. We do also work with some trusted contractors or consultants who may have access to your information such as service providers or copiers. All contractors have a contract with us which requires that your information is accessed appropriately and kept confidential (among other GDPR requirements).

How long will you keep my information?

Generally speaking, files are destroyed after six years. Certain original documents or files may need to be kept longer.

We will also always keep a small amount of information after file closure to do conflicts of interest searches in the future to comply with our professional duties.

Can I see what information you hold about me?

We do normally have a right to payment of any outstanding costs before releasing a whole file, but you do have a separate right under the GDPR to access your 'personal data' without charge. This may include having it in a particular electronic format (portable' format).

Please contact Mrs. Qamar Din; Data Protection Officer, by email: gamar.din@solomonsolicitors.co.uk if you would like to request a copy of your personal data or if you have any other questions or concerns including;

- If you wish to complain about how your personal data is being used.
- If you wish to request that our records about your personal information, be corrected or deleted.

If you have a complaint about how your personal information is being used which we have not been able to address, please note that you may be able to make a complaint to the Information Commissioner's Office (ICO) directly.

16. The Proceeds of Crime Act 2002 (“the Act”)

The proceeds of crime are any money, property or asset which has arisen as a result of crime e.g. monies (no matter how low in value) that are the result of tax evasion or benefit fraud whether the money has been saved or spent.

If we become aware or suspect the existence of proceeds of crime in your case (whether from you or any other person), in order to enable us, or any other solicitor, to continue with your case without an offence being committed by us, we must in certain circumstances report the irregularity to the National Crime Agency (NCA) without telling you that we have done so. NCA will then give or withhold permission for us to continue with the case. NCA involvement will cause delays to your case. Even if NCA gives permission for the case to continue, it can pass the information received to any relevant body such as the Inland Revenue and an investigation and/or criminal proceedings may take place at any time in the future.

The obligations that we have under the Act can in certain circumstances override the duty of solicitor/client confidentiality.

Any time spent addressing issues arising from the Act will be charged to you in the same manner as any other work undertaken in relation to your case.

17. Money Laundering

This Firm operates a comprehensive Anti- Money Laundering Policy as required by The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended by the Regulations 2019) and the Proceeds of Crime Act 2002. Solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

As a consequence of these regulations, we are legally required to ask for proof of your identification and this is in the form of one original photo ID (passport or photo-card

driving license) and 2 original and recent (i.e. less than 3 month's old) proof of address documents (for example, a bank statement, council tax or utility bill). We are entitled to refuse to act for you if you fail to supply us with appropriate proof of identity for yourself or for any principal whom you may represent. We may, if required, carry out electronic identity checks and the cost of the said search will be noted as a disbursement and paid by you.

Also, we are obliged to report any suspicion of money laundering to the National Crime Agency without informing you no matter how small a sum is involved. If we fail to do so, we could be prosecuted. The members of Solomon Solicitors will not be liable for any loss you suffer resulting from any disclosure under these provisions (this being an exception to the general rule that your affairs will remain confidential).

In all matters in accordance with the Money Laundering Regulations and the Proceeds of Crime Act 2002, we as a Firm, are required by law to satisfy ourselves as to the source of any funds used in connection with the purchase. We will therefore require evidence of your deposit money and any balance money you will be providing and how it has been accumulated and let us have any documentary evidence you may have in respect thereof. Please note that we will not be able to proceed if satisfactory evidence is not given as to the source of funds.

We do not accept cash payments of over £1,000.

18. Privacy Notice

On request is a copy of our firm's privacy notice which sets out the standard you can expect from Solomon Solicitors when we hold your personal data, outlining the purpose of processing and the lawful basis for that process, outlining who that information may be shared with, the retention period of the information collected and your right to request access to your personal information, the above policy and rules are in place so

as to ensure our firm continue to comply with Data Protection Rules. A copy is also available on our website.

19.The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

If we have not met with you in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e-mail or on-line – i.e. by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home – i.e. by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you may have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). We will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by e-mail, post or fax to enable us to do so. By signing and returning a copy of the client care letter/authority to act, you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel within that 14 day cancellation period, you will be liable for any costs, VAT

and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14-day period (i.e. by signing and returning the signed copy of the client care letter/authority to act) we will not be able to undertake any work during that period.

20. Force Majeure

The Firm will not be liable for any failure or delay in fulfilling our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control. Our obligations will be suspended and any time limits that we are bound by will be extended accordingly (where such extension is reasonably possible).

21. Limitation of Liability.

Our advice is for your use only. We accept no liability to third parties without written agreement.

We do not accept responsibility for the accuracy of information provided by third parties.

Where we recommend third parties (e.g. experts), we do so in good faith but without liability for their performance.

22. Conflicts of Interest.

An actual or potential conflict between your interests and the interests of another client of the firm may arise during a matter. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

23. Ending this Agreement.

You may terminate your instructions to us any time. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

We may also terminate the retainer for valid reasons (e.g. failure to provide instructions, non-payment, breach of law or conduct rules).

We will confirm termination in writing and may retain your documents until our fees are paid.

24. Storage & Copying of Papers.

After the matter has been completed, we will store your file a minimum of six years, If we have acted for a person under 18 and/or where a child is a subject of the proceedings, the file should be kept for six years after the client and/or after the youngest child who is the subject of proceedings has turned 18. At the conclusion of this period, we will destroy the file, unless it is a Will file, in which case your file shall be held indefinitely. We will place your file into storage fourteen days after your matter has been completed, and should you require return of any papers we hold on your behalf you will need to inform us of this before your file is placed into storage. Should you require significant papers to be returned to you, we reserve the right to make a charge to cover the time we need to spend to sort through the papers, to cover our reasonable administrative expenses and reasonable photocopying costs to maintain a full record on our file. The firm will not destroy documents such as Wills, Deeds and other securities that you ask us to keep in safe custody. We do, however, reserve the right to scan and shred all other paper files, for the ease of our storage systems. You should request the return of any papers you require within 14 days of your matter being completed if you require return of any such papers before they are scanned and then shredded. Files relating to claims for children or for persons who are unable to manage their own financial affairs will be kept for longer.

We are entitled to keep your papers and documents if there is any money owing to us for our charges and expenses for any reason.

25. Enforcement.

If any term is deemed unenforceable, the remainder of the terms will remain valid.

26. Governing Law.

These terms are governed by the laws of England and Wales. Any disputes will be subject to the exclusive jurisdiction of the English courts.

27. Audit

Our regulator, the Solicitors Regulation Authority, and our own internal quality standards, The Legal Aid Agency have the ability to inspect our client files. If you do not consent to such inspections, then you must tell us in writing.

28. Discrimination.

Solomon Solicitors treats all clients and third parties fairly and equally at all times. Solomon Solicitors does not discriminate against clients or third parties irrespective of:

- race or racial group (including colour, nationality and ethnic or national origins).
- sex (including marital status, gender reassignment, pregnancy, maternity and paternity).

- sexual orientation (including civil partnership status).
- religion or belief
- age
- disability.

Solomon Solicitors takes steps to ensure that we meet the diverse needs of our clients. If a complaint is made based on discrimination, we will treat this complaint very seriously and act promptly to investigate such a complaint. We are committed to equality and diversity and have an equality and diversity policy in place. Equality and diversity are maintained in the workplace, when providing services to clients, and in our dealings with third parties, for example, barristers, experts, or suppliers. If you have any specific requirements or individual needs, please let us know.

Should you believe you have been discriminated against by anyone in the firm then you can ask for the matter to be investigated by Mrs Qamar Din, the Complaints Manager, and the complaints procedure will be invoked. If you remain dissatisfied with the outcome you can contact the Legal services ombudsman.

29. Monitoring Phone Calls

Solomon Solicitors may record calls for training purposes, quality control, and for our client(s) and our staff(s) protection. We reserve the right to refer to the recorded calls should a dispute arise. You have the right to obtain a recording and/or transcript of any such recorded calls.

30. Environmental Policy

Solomon Solicitors recognises that it has a responsibility to the environment beyond legal and regulatory requirements. We are committed to reducing our environmental impact

and continually improving our environmental performance as an integral part of our business strategy and operating methods, with regular review points. We will encourage clients, suppliers, and other stakeholders to do the same. Our key focus is to reduce paper wastage and therefore, as a matter of routine, we shall communicate with you by email wherever possible.

31. Future Instructions.

These terms will apply to all future matters unless otherwise agreed.

Please retain a copy of these terms for your records.

ACKNOWLEDGEMENT.

I have read, understand and accept the terms and conditions above.

Signed:

Date: